



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Funding Agreement– Downtown St. Charles
Partnership (DSCP) - FY 11-12

Presenter: Chris Minick

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	X	City Council (05/02/2011)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$240,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Attached is the formal funding agreement for the DSCP for FY 2011-2012. The amount of funding of \$240,000 is consistent with the amounts discussed at the Government Operations Committee Meeting on April 18, 2011.

This agreement will formalize the terms and conditions of the funding of the DSCP and the 2011 goals of the DSCP have been included.

Attachments: (please list)

- Proposed Funding Agreement 2011-2012

Recommendation / Suggested Action (briefly explain):

Staff recommends the City Council approve the funding agreement for the Downtown St. Charles Partnership for FY 11-12 in the amount of \$240,000.

For office use only:

Agenda Item Number: IIA9

AGREEMENT FOR SERVICES

City of St. Charles and Downtown St. Charles Partnership, Inc.

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of preserving and revitalizing its central business district through planning, development and redevelopment; and,

WHEREAS, Sections 11-74.3-1 through 11-74.3-3 of the Illinois Municipal Code (65 ILCS 5/11-74.3-1 through 11-74.3-3) authorize municipalities to exercise certain powers with respect to business district development and redevelopment; and,

WHEREAS, Section 11-71-1. through 11-71-12. of the Illinois Municipal Code (65 ILCS 5/11-71-1. through 11-71-12.) authorize municipalities to exercise certain powers with respect to off-street parking; and,

WHEREAS, Sections 11-12-4. and 11-12-5. through 11-12-12. of the Illinois Municipal Code (65 ILCS 5/11-12-4. and 11-12-5. through 11-12-12.) authorize municipalities to exercise certain powers with respect to planning; and,

WHEREAS, the City of St. Charles is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6), and this agreement is an exercise of its powers and performance of its functions pertaining to its government and affairs; and

WHEREAS, Ordinance No. 1993-M-63 established Special Service Area No. 1B (Downtown Revitalization); and

WHEREAS, the Downtown St. Charles Partnership, Inc., an Illinois not-for-profit corporation (hereinafter referred to as "the Partnership") can provide those services desired by the City and is willing to do so to help foster the advancement of civic pride in the history and benefits of downtown St. Charles.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the premises, terms and conditions set forth, the Partnership shall devote sufficient energies for the provision of services for the business district commonly known as downtown St. Charles, consisting of the area legally described in Exhibit "A" attached hereto (also known as Special Service Area No. 1B) and any other areas designated by the City, which services shall include but not be limited to, the following:

- A. Develop and manage a business retention and recruitment plan for downtown St. Charles;

- B. Develop and coordinate downtown marketing and promotional activities, including, but not limited to:
 - 1) celebratory events,
 - 2) retail events,
 - 3) cooperative advertising, and
 - 4) market surveys;
- C. Implement educational and "how to" workshops beneficial to downtown merchants, property owners and the general public;
- D. Develop plans for capital improvement projects and submit supporting rationale for funding consideration on an annual basis to the City;
- E. Purchase, construct, maintain and/or enhance public improvements including landscaping, pedestrian amenities, unique lighting, signage, public art, and similar enhancements above the minimum normally provided by the City; and
- F. Maintain and staff a full service office dedicated to preserve, revitalize and promote economic development in downtown St. Charles.

II. In consideration of the foregoing services provided by the Partnership, the City agrees to pay to the Partnership 100% of the Special Service Area 1B property tax receipts, excluding Tax Increment Financing property tax proceeds, or \$240,000.00 whichever is less, for the period beginning May 1, 2011, and ending April 30, 2012. Payment shall be made on a monthly basis starting May 1, 2011.

III. The Partnership will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Partnership is an independent contractor employed by the City to provide consulting and planning services with respect to the revitalization of downtown St. Charles, and has no authority to bind the City in any matter. The Partnership further agrees to indemnify and hold the City harmless from any and all liability, losses or damages, including reasonable attorney fees, arising from the execution or implementation of this agreement.

IV. It is in the best interest of the City and the Partnership to ensure that good faith efforts be made to share and communicate relevant information in a timely and effective/efficient manner, and work together to accomplish our common and mutual goals.

V. In furtherance of the common goals and mission of the City and the Partnership, performance measures shall be established annually to measure the outcomes pursuant to this agreement. Those performance measures are attached hereto as Exhibit A and outlined as the Partnership's 2011 goals. As part of its annual presentation to the City, the Partnership shall report on the status of each of the measures.

VI. The Partnership shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

VII. This agreement shall terminate on April 30, 2012, and the consideration therefor may be renewed by a written instrument executed by both parties.

VIII. The Partnership shall provide City with a monthly financial report including a profit and loss statement, along with an annual balance sheet. The current profit and loss statement shall be provided to the City within thirty (30) days after the end of the month for which the statement is prepared.

IX. The Partnership shall comply with the terms and conditions of the City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2011.

X. Upon termination of this agreement, any funds paid to the Partnership and not used or otherwise subject to pending contract requirements of the Partnership shall be returned to the City.

XI. In addition to all other remedies available, in the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving ten-day written notice upon the other party.

XII. This agreement can be amended by mutual consent.

XIII. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

XIV. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of May, 2011.

**DOWNTOWN ST. CHARLES
PARTNERSHIP, INC.**

CITY OF ST. CHARLES

By _____
President

Mayor

Attest _____

DSCP Action Plans	Stakeholder Group	Metric	2010 Actual	2011 Goal
Economic Restructuring Committee				
Business Recruitment and Retention				
	Property Owners	# of recruitment brochures distributed to prospects on business recruitment trips and via targeted mailings and other outreach efforts	Created a new business recruitment brochure and gathered additional reports/documents to aid in business recruitment, e.g. Updated Community Profile, Gap Report and Buying Power Report. Distributed 500 brochures to prospects, property owners and commercial realtors.	Distribute 500 brochures to business prospects, property owners and commercial realtors.
		# of business prospects generated via business recruitment trips.	87	125
	Business Owners	# of available retail spaces vs. # of occupied retail spaces in SSA 1B	Commercial realtors called DSCP Executive Director to meet with prospective downtown business owners to explain services/programs available and generally to sell downtown STC.	172 total spaces, 154 occupied spaces (actual as of 3/18/2011).
		# of awning grants made	4 grants were made totaling \$7,495.	6-8 grants
		# of business development breakfasts and total attendance	10 seminars, 125 attendees.	6 seminars, 180 attendees. Implement new format in 2011.
*Financial				
	COSC	% growth of equalized assessed value of SSA 1B (excluding properties that are disconnecting from the SSA or those that are currently or become tax exempt) as compared to COSC	Forthcoming from COSC Economic Development Department.	Track and report.

DSCP Action Plans	Stakeholder Group	Metric	2010 Actual	2011 Goal
		# of employees in service businesses in the SSA 1B	N/A	747 service employees in SSA 1B as of 4/5/2011.
	Property Owners	Dollar value of building activity (permits issued) within SSA 1B	\$1,681,005 spent on building improvements. \$216,534 spent on signage improvements.	Track and report.

*Many factors contribute to economic activity in the downtown, including some that are not within the control of the DSCP. Regional or national economic trends also may impact these measures.

DSCP Action Plans	Stakeholder Group	Metric	2010 Actual	2011 Goal
Marketing & Promotions Committee				
	Business Owners	# of businesses running ads in DSCP e-newsletter and other co-op advertising opportunities	50 unique downtown businesses utilized display ad space.	60 downtown businesses utilizing display ad space.
		# of merchants participating in DSCP retail promotions	86 participants (3 events)	75+ participants
		# of merchants participating in DSCP downtown celebratory events – Holiday Homecoming and Fine Art Show	37 merchants and 34 community organizations and non-profits.	50 merchants and 35 community organizations and non-profits.
		# of merchants participating in non-DSCP promotional opportunities and/or events coordinated through DSCP office	41	50
		# of pieces of new collateral developed by DSCP	4	7
		# of new pieces of collateral developed by DSCP to support downtown events and shopping/dining	18	20
		# of subscribers receiving DSCP e-newsletter featuring merchant ads	2748	3500+
		Open rate of DSCP e-newsletter and click thru on merchant Web links	22.4% open rate (industry average is 20%), 24.4% click thru rate (industry average is 12.3%)	23% open rate, 25% click thru rate.

DSCP Action Plans	Stakeholder Group	Metric	2010 Actual	2011 Goal
Organization Committee Surveys				
	Property Owners	Survey of property owners once every two years to guide DSCP Action Plans and gauge satisfaction level	N/A	Planned for early December 2011.
		# of comments received via comment cards/e-polls/e-opinions	N/A	Track and report.
	Business Owners	Survey of business owners once every two years to guide DSCP Action Plans and gauge satisfaction level	Completed survey.	Develop short- and long-range programs and projects to address needs of business owners.
	Residents	Piggy back with COSC Survey of residents to gather feedback on their perceptions of downtown St. Charles	N/A	Planned for Fall 2011. Compare results to 2009 survey.
		Intercept surveys at DSCP events	Completed intercept survey for Holiday Homecoming.	Complete intercept surveys at retail promotions and events for tracking and trending purposes.
Community Engagement	All	Attendance at Annual Meeting	115	125
		# of volunteers on DSCP Board of Directors and Committees	100	110-115
		Talents matched with tasks of DSCP Board of Directors and Committees	See attached.	Track and report.
Income				
	Property Owners, Business Owners, Residents	# of members (new and renewals)	140	155

DSCP Action Plans	Stakeholder Group	Metric	2010 Actual	2011 Goal
	Business Owners	# of sponsors	17	15
	Business Owners	Amount of in-kind donations	\$118,132.36	\$100,000+
Communication				
	Business Owners			
		# of dedicated/targeted communications sent to business owners, property owners, City of St. Charles	15 (13 communications to business owners, 1 to property owners, 1 to COSC)	12-15
	Residents	# of comments received via comment cards/e-polls/e-opinions	N/A	Track and report once new Website is launched (July/August 2011).
	COSC			
		Tri-annual meetings with City to discuss progress	Completed.	1 of 3 completed.
		Annual Presentation to City Council	Completed.	April 18, 2011.
		Awards Received by DSCP for events/programs	3	Track and report.